

MitoQ has unilaterally adopted an Internet Reseller Policy (Internet Policy), which shall apply to all U.S. internet resellers, (collectively, "Resellers") who resell MitoQ products to end users via the Internet. MitoQ is adopting this Policy to help preserve its standard for providing licensed health care practitioners with high quality products and sales and technical support (the "MitoQ Standard").

One aspect of meeting the MitoQ Standard is to sell such products online at or above the suggested retail prices. Any advertisements, discounts, rewards programs, coupons, special offers, sales, promotions, etc. must explicitly state "Not valid on MitoQ' products" and products must check-out at or above suggested retail pricing. This Internet Policy does not apply to Resellers who sell MitoQ products via a web page that is protected by customer account logins or passwords.

For example, private patients being treated by the practitioner may be given a private patient code to be entered upon checkout to replicate the discount provided to patients in the practitioner's office. This code must not be provided to any customer via broadcast email, must not be shown on the Web site and must not be made available to anyone other than the practitioners' private patients. Reference upon checkout may only be as "patient code"; i.e. any word implying a discount, special, sale, coupon, etc. may not be used.

MitoQ reserves the right not to sell or supply any products to any Reseller that is affiliated with a web site that violates this Internet Policy. Any Reseller reference or inference at all to discounts, price reductions, special call-in pricing, coupons, and price matching policies or any other special promotion or offer on MitoQ' products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Reseller's account(s). Sale of MitoQ products through 3rd party sites (Amazon.com, EBay, etc.) is not authorized or permitted. MitoQ reserves the right to not sell or supply any products to any Reseller that is found to be selling MitoQ products on third party-facilitated sites. Use of Trademarks Reseller agrees to use the symbols ™ and ®, as appropriate, when displaying the Trademarks, which is intended to indicate MitoQ's ownership of the Trademarks and shall not be construed as a claim to ownership by Reseller. Reseller's use of the Trademarks must be accompanied by a statement substantially as follows: "[Insert the trademark(s)] are trademarks of MitoQ and are used with permission."

The Trademarks are solely and exclusively the property of MitoQ. Reseller shall not have any ownership right, title, or interest, express or implied, in the Trademarks. Reseller shall not use the Trademarks except in a form, context, and location that are acceptable to MitoQ.

MitoQ may review Reseller's Web site at any time and reserves the right to require Reseller to make changes to it based upon use of any intellectual property owned or controlled by MitoQ, even if MitoQ has previously approved or accepted Reseller's web site or the material displayed thereon. Reseller may not use MitoQ's product names, trademarks or copyrights as part of a URL (Universal Resource Locator), secondary level domain name, meta-tags, key words or file names. Logos The MitoQ logo may be used only in the special form supplied by MitoQ for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by MitoQ. It may be accompanied by a statement indicating "I (We) proudly offer [insert MitoQ Company Logo] products." No other statements may be affiliated with use of the logo. Miscellaneous MitoQ may, in its sole discretion, revise or eliminate this Policy at any time. MitoQ may also terminate Reseller's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice. Any failure or delay by MitoQ in enforcing any provisions of this Policy or any of MitoQ's rights in any of the Trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent MitoQ from enforcing the same at a later date.

Violations of Policy Resellers must be in compliance with this Policy by May 28th, 2019. If MitoQ determines, to its sole satisfaction, that a Reseller has taken any action that does not preserve the Integrative Standard, the Reseller will receive ten (10) days advance written notice from MitoQ that they are in violation of the Policy and therefore will no longer be able to purchase the products after the end of the ten (10) day notice period. After the notice period, Reseller will no longer be able to purchase the Products and Reseller will no longer be authorized to use the Trademarks on Reseller's web site or in any other manner on the Internet.

After the notice period, Reseller will be required to immediately cease all use of the Trademarks on Reseller's web site or in any other manner on the Internet. Resellers that correct their web site to bring it into compliance with this Policy should promptly notify MitoQ.

MitoQ will then review Reseller's web site. If MitoQ determines Reseller has brought his or her site into compliance with this Policy, Reseller's account will be reactivated so Reseller may purchase the Products and use the Trademarks on Reseller's web site in accordance with this Policy. Reseller acknowledges that upon any subsequent breach of any provision of this Agreement, MitoQ may terminate Reseller's account without notice. No MitoQ representative or employee has authority to modify or alter this Internet Policy. Any comments to the contrary by a MitoQ representative are expressly unauthorized and disclaimed by MitoQ. The foregoing Internet Policy is subject to modification or discontinuance by MitoQ, in its sole and absolute discretion, at any time.